

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

**LOCAL 73 SERVICE EMPLOYEES INTERNATIONAL UNION
(S.E.I.U.) AFL-CIO**

AND

**COUNTY OF COOK/COOK COUNTY CLERK
(AS JOINT EMPLOYERS)**

Supervisors

**APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS**

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PREAMBLE

This collective bargaining agreement is entered into between the County of Cook and the Cook County Clerk, joint employers of employees covered by this Agreement (hereinafter collectively referred to as the "Employer") and Local 73 Service Employees International Union (SEIU), AFL-CIO (hereinafter referred to as the "Union").

ARTICLE I **Recognition**

Section 1.1 Representative Unit:

The Employer recognizes the Union as the sole and exclusive representative for all employees of the Employer in the job classifications set forth in Appendix A of this Agreement but excluding all confidential employees, supervisors, managers, seasonal employees, and personnel department employees.

Section 1.2 Union Membership:

The Employer does not object to Union membership by its employees, and believes that certain benefits may inure from such membership. For the purpose of this Section, an employee shall be considered to be a member of the Union if he/she timely tenders the dues and initiation fee required as a condition of membership.

Section 1.3 Dues Checkoff:

With respect to any employee from whom the Employer receives individual written authorization, signed by the employee, in a form agreed upon the Union and the Employer, the Employer shall deduct from the wages of the employee the dues and initiation fee required as a condition of membership in the Union, or a representation fee, and shall forward such amount to the Union within thirty (30) calendar days after close of the pay period for which the deductions are made. The amounts deducted shall be set by the Union, and the Employer shall continue to retain a service charge of five cents (5¢) for making each such deduction.

The Union shall advise the Employer of any increase in dues, fair share fees, or other approved deductions in writing at least forty-five (45) days prior to its effective date. The Employer shall implement the increase in the first full period on or after the effective date.

Section 1.4 S.E.I.U. COPE:

1. The Union has established a political action committee which is called S.E.I.U. COPE. Union members may contribute voluntarily to this committee to support the political activities of the Union.
2. The Employer agrees to deduct the contribution amount established by the committee per pay period, from the wage of employees who voluntarily authorize in writing such deductions. Such amounts shall be forwarded thirty (30) days after close of the pay period for which the deductions are made.

Section 1.5 Fair Share:

1. The Employer shall grant "Fair Share" to the Union in accordance with Sections 6(e)-(g) of the Illinois Public Labor Relations Act upon satisfactory demonstration to the Employer that the Union has more than fifty percent (50%) of the eligible employees in the bargaining unit signed up as dues paying members. Once this condition has been met, all employees covered by this Agreement will within thirty (30) days of their employment by the County either (1) become members of the Union and pay to the Union regular Union dues and fees or (2) pay to the Union each month their fair share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
2. Such "Fair Share" payment by non-members shall be deducted by the County from the earnings of the non-member employees and remitted to the Union, provided however, that the Union shall certify to the County the amount constituting said "Fair Share" not exceeding the dues uniformly required of members of the Union, and shall certify that said amount constitutes the non-members' proportionate share of the Union's costs of the collective bargaining process, contract administration and pursuing matters affecting employee wages, hours and other conditions of employment.
3. Upon receipt of such certification, the County shall cooperate with the Union to ascertain the names and addresses of all employee non-members of the Union from whose earnings the fair share payments shall be deducted and their work locations.
4. Upon the Union's receipt of notice of an objection by a non-member to the fair share amount, the Union shall deposit in an escrow account, separate from all other Union funds, fifty percent (50%) of all fees being collected from non-union employees. The Union shall furnish objectors and the County with verification of the terms of the escrow arrangement and, upon request, the status of the fund as reported by the Bank. The escrow fund will be established and maintained by a reputable independent bank or trust company and the agreement therefore shall provide that the escrow accounts be interest bearing at the highest possible rate; that the escrowed funds be outside of the Union's control until the final disposition of the objection; and that the escrow fund will terminate and the fund therein be distributed by the terms of an ultimate award, determination, or judgment including any appeals or by the terms of a mutually agreeable settlement between the Union and an objector or group of objectors.
5. If an ultimate decision in any proceeding under state or federal law directs that the amount of the fair share should be different than the amount fixed by the Union, the Union shall promptly adopt said determination and notify the County to change deductions from the earnings of non-members to said prescribed amount.

Section 1.6 Religion Exemption:

Employees who are members of a church or religious body having a bona fide religious tenet or teaching which prohibits the payment of a fair share contribution to a union shall be required to pay an amount equal to their "Fair Share" of union dues, as described in Section 1.4, to a non-

religious charitable organization mutually agreed upon by the Union and the affected employees as set for the in Section 6(g) of the Illinois Public Labor Relations Act.

Section 1.7 Indemnification:

The Union shall indemnify and save the Employer harmless against any and all claims, demands, suits, or other forms of liability that may arise out of or by reason of any action taken by the County for the purpose of complying with any provisions of this Agreement. If an incorrect deduction is made, the Union shall refund any such amount directly to the involved employee.

Section 1.8 Neutrality:

If the Union seeks to represent a group of employees not covered by this Agreement, the Employer shall maintain a neutral position and shall not attempt to influence the decision of such employees with respect to Union representation. Representation shall be granted to the Union based upon voluntary procedures of the Illinois Public Labor Relations Act and Illinois Local/State Labor Relations Board.

ARTICLE II

Employer and Union Rights and Obligations

Section 2.1 Employer Rights:

The Union recognizes that the Employer has the full authority and responsibility for directing its operations and determining policy. The Employer reserves unto itself all powers, rights, authority, duties and responsibilities conferred upon it and vested in it by the statutes of the State of Illinois, and the ordinances of the Board of Commissioners of Cook County, and to adopt and apply all rules, regulations and policies as it may deem necessary to carry out its statutory responsibilities; provided, however, that the Employer shall abide by and be limited only by the specific and express terms of this Agreement, to the extent permitted by law; and further provided that where an ordinance of the Board of Commissioners of Cook County adopted after the date on which this Agreement is adopted by the Board of Commissioners is inconsistent with any specific and express term of this Agreement shall control with respect to employees covered by this Agreement, to the extent permitted by law.

Section 2.2 Employer Obligations:

The Union recognizes that this Agreement does not empower the Employer to do anything that it is prohibited from doing by law.

ARTICLE III

Union and Employer Cooperation

Section 3.1 Union and Employer Meetings:

For the purpose of conferring on matters of mutual interest which are not appropriate for consideration under the grievance procedure, the Union and Employer agree to meet at least once per quarter (or more frequently if agreed to by the parties) through designated representatives at the request of either party and at mutually agreed upon times and locations. The Union and

Employer shall each designate not more than eight (8) representatives to a Labor-Management committee for this purpose.

Subjects for discussion by the parties include: employment training and education (including cross-training of employees to perform multiple job functions), development of career ladders and equitable employment opportunity structures, reclassifications of existing jobs and establishment of new job classifications, job safety and health issues (including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting), and employee day care.

Section 3.2 Union and Employer Meetings on Career Development:

As part of the agenda of the Labor Management Committee, meetings will be held periodically to discuss employee training and education as well as job classifications. The Employer and the Union recognize the importance of training programs, the development of career ladders and of equitable employment opportunity structures and seek here to establish these goals through labor management meetings.

The committee shall review all training programs, their implementation and application to bargaining unit Clerk employees. The committee shall discuss cross training opportunities for every employee in each department throughout the Clerk's office. The intent herein is to give every employee an opportunity for cross training as possible. Each department will keep a record of who and when employees are cross trained in their respective departments.

The Labor Management Committee shall evaluate, discuss and recommend reclassifications and upgrades to the Clerk. The Labor Management Committee may also make recommendations to the Clerk and the County concerning courses and in-service training to enhance career opportunities for employees in the bargaining unit.

The parties shall include on the agenda of the Labor Management Committee discussion of current job titles and pay grades of bargaining unit employees. The Committee shall also meet each year to review Union and employee-generated requests for upgrades and reclassifications. Such review shall include requests for individual desk audits, and sample desk audits to be applied to whole departments. The Committee shall devote sufficient time in order to complete its discussions in a timely fashion. In any case, audits agreed upon shall be completed no later than June 1st of each year during this Agreement. During such process, there will be a free exchange of information and the parties will make reasonable attempts to review those requests which appear to have the most merit using objective and fair standards. After the review and analysis is completed, the Committee will submit its findings to the appropriate departments and elected officials for their review. The decision as to whether to include any or all of the upgrades and reclassifications in budget requests shall be made using objective and fair standards.

Section 3.3 Union and Employer Meetings on Health and Safety:

The Employer and Union will discuss health and safety issues as part of the agenda of the Labor Management Committee. The parties shall also establish joint subcommittees, as needed, by work location. The Cook County Clerk's office will also participate in any County-wide committee established to address health and safety issues. The full committee and the

subcommittees shall meet at least quarterly. Additional meetings shall be scheduled as needed to assure that issues are adequately addressed.

The Committee and subcommittees shall meet for the purpose of identifying and correcting unsafe or unhealthy working conditions, including inadequate ventilation, ergonomically incorrect equipment, unsanitary conditions, inadequate personal security for employees or inadequate lighting.

Section 3.4 Dignity and Respect:

The Employer and the Union agree to promote a professional working atmosphere. The parties agree to act at all times in such manner as to assure proper dignity and mutual respect so as to maintain and encourage the professional character and standing of all employees for the Employer.

Labor and Management agree to meet as necessary for the purpose of resolving concerns of this nature, prior to using any other dispute resolution mechanism.

**ARTICLE IV
Hours of Work and Overtime**

Section 4.1 Purpose of Article:

The provisions of this Article are intended to provide the basis for determining employees' work schedules and as a basis for calculating overtime pay, and shall not be construed as a guarantee of work per day or days per week or pay in lieu thereof, nor as a limitation upon the maximum hours per day or per week which may be required.

Section 4.2 Regular Work Periods:

1. The regular work day for a full time employee shall consist of eight (8) consecutive hours within the twenty four (24) hour period beginning at his/her scheduled starting time.
2. The length of paid lunch periods and breaks presently granted by each department shall remain in effect.
3. Employees shall be paid once every two (2) weeks (bi-weekly). If possible, checks shall be distributed before lunch time on pay day.

Section 4.3 Overtime and/or Compensatory Time:

1. Employees may be assigned overtime work provided that such overtime shall be limited to either emergency conditions which cannot be deferred and which cannot be performed with the personnel available during normal working hours or because of an abnormal peak load in the activities of a division.
2. An employee shall be paid one and one-half (1½) times the average of the employee's regular hourly rate for all hours worked in excess of eight (8) hours in any regular work

day, or over forty (40) hours in any regular work week. Hours in pay status, with the exception of sick time, shall count as time worked in computing overtime.

3. Employees shall receive payment for overtime worked within thirty (30) days following the pay period in which the employee worked the overtime. The Employer shall also allow the overtime check to be paid through direct deposit for those employees who choose direct deposit.
4. Overtime may be compensated by compensatory time, only under the following circumstances:
 - a. Where the Division Director determines that the overtime work is necessary and there are insufficient budgeted funds to pay for the work in salary; the Union will be notified in advance of the lack of budgeted funds and the measures that the Employer is taking to supplement the overtime budget.
5. Where an employee is paid for overtime work by the grant of compensatory time, the following rules governing usage of compensatory time shall apply:
 - a. Use of compensatory time will be granted provided a reasonable notice has been given and provided that the grant of compensatory time will not cause an unreasonable burden on the Employer's ability to provide services to the public during the request of compensatory time. Employees will be allowed to use compensatory time in no less than four (4) hour increments.
 - b. Employees may accumulate up to a maximum of eighty (80) hours of compensatory time.
 - c. Use of compensatory time will be granted in no less than four (4) hour increments provided a reasonable notice has been given.
 - d. Upon termination, resignation, or retirement of employment, an employee with accumulated compensatory time will be entitled to receive payment for that time at the hourly rate he or she is earning at the time of termination.
 - e. The Employer shall record hours for each employee eligible for compensatory payments. The Employer is responsible for the correct computation of compensatory hours owed the employee.

Section 4.4 Overtime Work Distribution:

The Employer will assign overtime work to the supervisor in the affected unit with the skills and ability to perform job functions required and who normally and customarily performs the work involved. In the case of emergency, the Employer may assign the overtime work to any supervisor immediately available who can perform the task.

Where overtime opportunities are available either within a division or office-wide due to planned extra work during periods of abnormal work load, the availability of such overtime opportunities will be posted at least two (2) weeks in advance. Employees who wish to work this planned

overtime may sign-up for one (1) week following the posting. Overtime will then be assigned according to the provision set forth herein.

Whether an employee volunteers for overtime or is assigned overtime, and they fail to report for duty, they will be subject to disciplinary action unless extenuating circumstances exist that are of an emergency nature and are documented. Employees must call in according to standard office procedures.

Section 4.5 Eligibility for Voluntary Overtime:

Employees shall be eligible to volunteer for planned overtime opportunities as set forth in Section 4.4 of this Article. Abuses of sick leave affecting eligibility will be handled on a case-by-case basis.

Section 4.6 Flextime:

Requests by employees for flextime schedules will be granted if practicable to do so. The scheduling of flextime shall be by mutual arrangement between the employee and his/her supervisor. Flextime shall not be granted or denied in a discriminatory or arbitrary manner. All agreements reached regarding flextime schedules will be reduced to writing and signed by the employee, his/her supervisor, the Division Director and the Director of Human Resources. The flextime schedule will become effective upon verbal approval by the Division Director and will remain the employee's regular scheduled hours of work unless disapproved by the Director of Human Resources or until the schedule is changed or eliminated.

Section 4.7 Call Back Pay:

Any employee who leaves work and is then called back or scheduled to work within that same twenty-four (24) hour period for other than their regularly scheduled work time will be paid time and a half (1½) for all hours worked after the first eight (8).

Section 4.8 Stand-by Pay:

Any employee who leaves work and is required to stay on call to report to work shall be paid a minimum of four (4) hours at their regular straight time hourly rate regardless of whether they work again within that twenty-four (24) hour period. If the employee is called in to work, they shall be paid only for all hours actually worked at the applicable straight time or overtime rate.

Section 4.9 Lunch and Breaks During Overtime Periods:

Employees working overtime shall receive a fifteen (15) minute break after four (4) hours of overtime work. Employees assigned to work overtime for a continuous period of six (6) hours or more beyond their regular work day shall be granted a one (1) hour lunch in addition to their fifteen (15) minute break.

ARTICLE V
Seniority

Section 5.1 Probationary Period:

After the date of this Agreement, the probationary period for a new employee, or an employee hired after a break in continuous service, shall be ninety (90) calendar days. The probationary period shall be extended for a period equal to the time required for any formal training program

required of any probationary employees, and the Union shall be consulted about the instituting of any such training program which extends the probationary period. A probationary employee shall have no seniority and may be terminated at any time during the probationary period for any just cause and shall have no recall rights or recourse to the grievance procedure with respect to any such discipline or discharge. Upon completion of the probationary period, the employee's seniority shall be computed as of the date of his/her most recent hire.

Section 5.2 Definition of Seniority:

For purposes of this Article, seniority is defined as an employee's length of most recent continuous employment with the Clerk of Cook County since his/her last hiring date as a full-time employee and as a regular part-time employee entitled to benefits pursuant to Article V, Section 5.4. Seniority for such part-time employees shall be pro-rated. In the event employees are hired on the same day, the lowest employee number would be most senior.

Section 5.3 Promotion, Transfers:

In order to be selected for a position, applicants shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position: ability, education (or equivalent experience), other qualifications or characteristics of the candidate and work history. Seniority shall govern the selection among relatively equal bidders.

The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this Agreement. In this regard, the Employer has an affirmative action program in effect which establishes hiring and promotional goals for classes of persons underrepresented in its workforce. As part of its process regarding hiring and promotional decisions the Employer is committed to ensuring that appropriate consideration is taken of factors like race, gender, age, disability status and ethnic origin to the extent permitted by law. Consistent with this goal, the parties agree that in all decisions regarding promotion, the Employer may consider factors like race, age, gender, disability status, or ethnic origin of a candidate as an element in its decisional process, provided that the above-listed factors shall not be the determinative basis for selecting employees for promotion.

In order to be selected for a position, applicant shall meet the qualifications of the job description. In all cases of promotion, the Employer shall consider the following factors in assessing candidates for an available position: ability; education (or equivalent experience); other qualifications or characteristics of the candidate; and work history. Seniority shall govern the selection among relatively equal bidders.

Any form of discipline, suspension or below, will not be used after eighteen (18) months in considering promotions or reclassifications.

Section 5.4 Reduction in Work Force, Layoff and Recall:

Employees and the Union shall be given notice of any reduction in force at least one (1) month prior to the proposed effective date of the reduction in force. The Employer shall meet with the Union (upon request) to discuss alternatives to a potential reduction in force as soon as feasibly possible following a request to meet for this purpose.

Should the Employer determine that it is necessary to decrease the number of employees within a job classification, within a division or unit of a division, the following procedure will be utilized:

1. The Employer will determine the number of positions to be reduced within each classification;
2. The Employer will examine the ability and other qualifications or characteristics of the candidate and his or her work history;
3. Provided that the employees are relatively equal, seniority as defined in Section 2 shall prevail in determining the employee or employees who will be laid off.
4. An employee subject to layoff will be placed in any vacant position for which they are qualified or may replace an employee who has not completed his or her probationary period or is a temporary employee in a position for which the employee subject to layoff is qualified. In addition, an employee in a position to be eliminated may bump any junior employee within their division in any position within the same or lower grade provided that their skill and ability to perform the job is equal to or greater than the junior employee who would be bumped.
5. The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this Agreement. In this regard, the Employer has endeavored in its hiring and promotion decisions to ensure that appropriate consideration is taken of factors like economic background, experience working with culturally diverse populations, race, gender, age, disability status and ethnic origin in all decisions affecting the workforce, to the extent permitted by law. Consistent with this goal, the parties agree that in all decisions regarding layoff and recall, the Employer may consider diversity of the remaining workforce as an element in its decisional process, provided that the above-listed factors shall not be the determinative basis for selecting employees for layoff and provided further that the Employer will not attempt in its layoff decisions to maintain a precise mathematical balance of the existing percentages of employees in the workforce prior to the layoff.

Employees will be recalled to work in inverse order of layoff under this provision before any new employees are hired within their classification. Employees placed on layoff shall be entitled to recall for a period of one (1) year following the date of layoff.

Section 5.5 Promotion and Shift Assignment:

Should the Employer begin an additional shift of work, employees in the affected division shall be given first choice by seniority within the appropriate classification to accept a different shift. In the event that there are insufficient volunteers for the additional shift, the Employer may assign employees within the appropriate classification in inverse order of seniority to the newly created shift. Thereafter, employees within the division and within the appropriate classification shall be given an opportunity to transfer to any opening on a different shift that becomes available by seniority before a position is posted.

Section 5.6 Return to Former Job:

An employee who has been promoted or transferred to a different job within the bargaining unit may be returned to his/her former job or an equivalent position within ninety (90) days or before completion of a formal training program, if the employee does not demonstrate the ability and qualifications to satisfactorily perform the job to which promoted or transferred. Prior to any such return, the employee shall be given a reasonable amount of training in order to perform the job in an adequate manner, as determined by the Employer.

An employee who has accepted a different job within the bargaining unit may ask to return to his/her former job within fifteen (15) days after commencing work on the new job. An employee who receives a new job under this procedure shall not be permitted to bid for another job for one (1) year thereafter; and an employee who returns to his/her former classification under this procedure will not be permitted to bid again on the same job for one (1) year thereafter.

Section 5.7 Termination of Seniority:

An employee's seniority and employment relationship with the Employer shall terminate upon the occurrence of any of the following:

- Resignation or retirement;
- Discharge for Just Cause, including but not limited to the following:
 1. Absence for three (3) consecutive work days without notification to the department head or a designee during such period of the reason for the absence, unless the Employee has an explanation acceptable to the Employer for not furnishing such notification;
 2. Failure to report to work at the termination of a leave of absence or vacation, unless the employee has an explanation acceptable to the Employer for such failure to report for work;
 3. Absence from work because of layoff or any other reason for twelve (12) months in the case of an employee with less than one (1) year of service when the absence began, or twenty four (24) months in the case of all other employees, except that this provision shall not apply in the case of an employee on an approved leave of absence, or absent from work because of illness or injury covered by duty disability or ordinary disability benefits;
 4. Failure to report for work upon recall from layoff within ten (10) work days after notice to report for work is sent by registered or certified mail or by telegram, to the Employee's last address on file with the Department Personnel Office;
 5. Engaging in gainful employment while on authorized leave of absence, unless permission to engage in such employment was granted in advance by the Employer in writing.

Section 5.8 Transfer of Stewards:

Employees acting as Union stewards shall not be transferred from their job classifications or departments because of their activities on behalf of the Union. Any transfers of Union stewards

from their job classifications or departments, other than in an emergency, will be discussed with the Union in advance of any such transfers.

Section 5.9 Seniority List:

On December 1st and June 1st of each year the Employer will furnish the Union a list showing the name, number, address, classification and last hiring date of each employee in the bargaining unit, and whether the employee is entitled to seniority or not. The Clerk shall post a similar list without employee addresses on bulletin boards designated for employee notices. Within thirty (30) calendar days after the date of posting, an employee must notify the Employer in writing of any error in his/her last hiring date as it appears on that list or it will be considered correct and binding on the employee and the Union for that period of time. The Employer will furnish the Union monthly reports of any changes to such list.

The County shall notify Local 73 in writing of the following personnel transaction involving bargaining unit employees within each department and on a work location basis: new hires, promotions, demotions, checkoff revocations, layoffs, re-employments, leaves, returns from leave, suspensions, discharges, terminations, retirements and Social Security numbers. Local 73 shall, upon request, receive such information on computer tapes, where available.

Section 5.10 Job Posting:

When job openings or vacancies occur within the bargaining unit in a particular department, or when new positions are created, the Clerk shall post a notice on all bulletin boards where notices to employees are normally posted. The posting shall include the following information: job classification and grade, department and section where the job is located, salary range, name of immediate supervisor and division head. A copy of the job description shall be attached to the posting. These postings will be for a period of ten (10) working days.

Interview for the positions shall be held within a reasonable time of the last day of posting. Insofar as is practicable, the positions shall be filled within sixty (60) days of the last interview.

Employees within the division where the vacancy occurs will be given preferential consideration for promotion to a higher paying position in accordance with Section 5.3. Employees in equal or lower paying grades in other departments or divisions who apply for the vacancy will be given preferential consideration in accordance with Section 5.3 before new employees are hired. Employees who are awarded the new position shall move to their new position within thirty (30) days after the job has been awarded.

All awards shall be posted on bulletin boards, where notices to employees are normally posted.

Section 5.11 Return to Represented Unit:

An employee who has been promoted to or transferred out of the represented unit, and who is later transferred back to the unit by the Employer shall upon return to the represented unit be granted the seniority he/she would have had, had the employee continued to work in the classification from which he/she was promoted or transferred.

ARTICLE VI

Rates of Pay

Section 6.1 Job Classifications:

Employees in the job classifications set forth in Appendix A to this Agreement shall receive the monthly salary provided for their respective grade and length of service in the job classification. Employees will be increased to the appropriate step upon completion of the required length of service in the classification.

The salary grades and steps applicable to this bargaining unit shall be increased as follows during the term of this Agreement:

Effective with the first full pay period on or after January 1, 2011	2.25%
Effective with the first full pay period on or after June 1, 2012	3.75%

Section 6.2 New, Changed or Misclassifications:

1. During the term of this Agreement, the Employer may establish new and changed job classifications, and change the duties of existing job classifications, provided that a major alteration of the classification structure shall not be made. The Employer may put the new and changed job classifications or duties into effect after timely notice to the Union, and discuss and set the rate of pay with the Union, using the duties, responsibilities, qualifications, and grade levels of the classifications in Appendix A as a guide for determining the new rate. If the parties are unable to agree on the rate of pay, the Employer may put a rate into effect, and the Union, thereafter, may submit any dispute to the grievance procedure.
2. An employee also may request that his/her position be reclassified, and the request will be reviewed by the Employee's Department Head; if the Department Head agrees that the request is reasonable and/or justified, the Department Head will recommend to the Clerk that this reclassification request be included in the forthcoming departmental budget request. The Employer shall discuss any reclassifications with the Union prior to implementation.

Section 6.3 Classification and Grade Change:

If an employee is promoted, reclassified, demoted or transferred into another classification through the application of this Agreement, the following rules shall apply:

1. **Promotions:**
An employee who is promoted to a job in a higher salary grade shall be entitled to placement in the step of the new salary grade which will provide a salary increase at least two (2) steps above the salary received at the time the promotion is made, provided that-
 - a. The new salary does not exceed the maximum established for the grade to which the employee is promoted.
 - b. The new salary is not below the first step established for the grade to which the employee is promoted.

In all cases of promotion, the effective date will set a new anniversary date for the purpose of the salary schedule only.

2. **Reclassification:**

- a. An employee whose job is reclassified to a lower classification shall continue to receive compensation at the same rate received immediately prior to reclassification. Such action shall not change the employee's anniversary date.

If the salary rate received immediately prior to reclassification is less than the last step of the lower classification, the employee shall be entitled to further step advancement.

- b. An employee whose job is reclassified to a higher classification shall be placed in the first step of the higher grade which provides an increase one (1) step above the salary received at the time of the reclassification. Such action will change the employee's anniversary date. In all cases of reclassification, the employee shall receive at least the first step of the grade to which the position is reclassified.

3. **Demotions:**

The following shall apply to demotions from one grade to another:

- a. An employee performing the duties of a job continuously and demoted to a job in a lower salary grade, shall have the salary adjusted in the new job to the same step of the new salary grade as was received in the salary grade of the job from which demoted.
- b. An employee promoted to a job in a higher salary grade and subsequently demoted to a job in a lower salary grade, shall have the salary adjusted to the step of the salary grade to which the employee would be entitled had the employee remained in the salary grade from which the employee was promoted.

4. **Transfers:**

An employee transferring from one department to another in the same job classification and/or grade shall be eligible to receive the salary the employee has been receiving at the time of transfer. Such appointment shall not set a new anniversary date.

Section 6.4 Job Descriptions:

Job descriptions for each position in the bargaining unit shall be maintained in the Employer's offices and shall be given to each current employee upon request and to each new employee when they assume the position. Where possible and available the Employer shall supplement such job description with existing internal job descriptions.

Section 6.5 Direct Deposit:

The Employer will continue to participate in the direct deposit program offered by Cook County as long as the County offers it, with direct deposit available to the bank of the employee's choice if that receiving bank is capable of receiving direct deposit. If a regular payday falls on a holiday, the Employer will make arrangements so that employees will have an opportunity to

obtain their checks on the workday prior to the holiday. The parties recognize that even if such checks are distributed early they may still bear the date of the regular payday.

ARTICLE VII

Holidays

Section 7.1 Designation of Holidays:

A. The following days are hereby declared holidays, except in emergency and for necessary operations, for all employees in the bargaining unit:

1. New Year's Day - January 1
2. Martin Luther King's Birthday - Third Monday in January
3. Lincoln's Birthday - February 12
4. Washington's Birthday - Third Monday in February
5. Casimir Pulaski Day - First Monday in March
6. Memorial Day - Last Monday in May
7. Independence Day - July 4
8. Labor Day - First Monday in September
9. Columbus Day - Second Monday in October
10. Veteran's Day - November 11
11. Thanksgiving Day - Fourth Thursday in November
12. Christmas Day - December 25

It is the intent of the Board of Commissioners of Cook County that all salaried Cook County employees be granted twelve (12) holidays, or equivalent paid days off per year. Should a certain holiday fall on Saturday, the preceding Friday shall be set as the holiday; should a certain holiday fall on a Sunday, the following Monday shall be set as a holiday.

B. In addition to the above, any other day or part of a day shall be considered a holiday when so designated by the Board of Commissioners of Cook County.

C. In addition to the foregoing paid holidays, employees shall be credited with one (1) floating holiday on December 1st of each year, which may be scheduled in accordance with the procedures for vacation selection set forth in Article VIII, Section 7.2. If an employee elects not to schedule said day as provided above, the employee may request to use his/her floating holiday at any time during the fiscal year. Requests shall not be unreasonably denied. If an employee is required to work on a scheduled floating holiday by the Employer, the employee shall be entitled to receive one and one-half (1½) times the employee's regular hourly rate for the hours actually worked plus holiday pay at eight (8) hours pay.

Section 7.2 Eligibility:

To be eligible for holiday pay, an employee must satisfy each of the following requirements:

- (a) The employee must have worked the regularly scheduled number of hours on the last scheduled day before and the first scheduled day after the holiday, unless the employee has a reasonable explanation for failing to report.
- (b) The employee must have worked at least forty (40) hours during the pay period in which the holiday occurs unless the employee was on vacation or paid sick leave during such period.

Section 7.3 Holidays in Vacations:

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation time.

Section 7.4 Failure to Report:

An employee scheduled to work on a holiday but who fails to report shall not be eligible for a paid holiday, unless the employee has a reasonable explanation for failing to report.

**ARTICLE VIII
Vacations**

Section 8.1 Vacation Leave:

- A. All bargaining unit employees, who have completed one year of service with Cook County, including service mentioned in Section 8.1, Paragraph E, shall be granted vacation leave with pay for periods as follows:

Anniversary of Employment	Days of Vacation	Maximum Accumulation
1st thru 6th	10 working days	20 working days
7th thru 14 th	15 working days	30 working days
15th thru	20 working days	40 working day

- B. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days in a pay period to accrue time in that period.
- C. All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted vacation leave with pay proportionate to the time worked per month.
- D. Employees may use only such vacation leave as has been earned and accrued provided, however, that five (5) working days of the initial vacation allowance may be allowed after the first six (6) months of service.
- E. Any employee of the County of Cook who has rendered continuous service to the City of Chicago, the Chicago Park District, the Forest Preserve District, the Metropolitan

Sanitary District of Greater Chicago and/or the Chicago Board of Education shall have the right to have the period of such service credited and counted for the purpose of computing the number of years of service as employees of the County for vacation credit only. All discharges and resignations not followed by reinstatement within one (1) year shall interrupt continuous service and shall result in the loss of all prior service credit. Credit for such prior service shall be established by filing, in the Office of the Comptroller of Cook County, a certificate of such prior service from such former place or places of employment.

- F. In the event an employee has not taken vacation leave as provided by reason of separation from service, the employee or in the event of death, the employee's spouse or estate, shall be entitled to receive the employee's prevailing salary for such unused vacation periods.
- G. In computing years of service for vacation leave, employees shall be credited with regular working time plus the time of duty disability.
- H. Any Cook County employee who is a re-employed veteran shall be entitled to be credited with working time for each of the years absent due to military service. The veteran's years of service for purposes of accrual of vacation time in the year of return to employment with Cook County, shall be the same as if employment had continued without interruption by military service.
- I. Holidays recognized by the Board of Commissioners of Cook County are not to be counted as part of a vacation.
- J. Employees on the 130 Extra and Overtime Account, who have not been hired as full-time employees, will not receive any fringe benefits.

Section 8.2 Vacation Preference and Scheduling:

Insofar as practicable vacations will be granted to meet the requests of employees. Vacation periods shall be allotted among employees on a seniority basis. Where two (2) or more employees in the same division performing the same job request vacation during the same calendar period and all employees cannot be released at the same time, then the vacation requests shall be granted in order of the employees' seniority.

Requests for vacation time shall be made no later than one (1) week prior to the date on which the leave is to be taken. Vacation leave will not be unreasonably denied; provided, however, that an employee may be denied use of vacation time if other employees in the same division will be absent on the day or days of the requested leave and the employee requesting use of vacation time cannot be released at the same time.

Insofar as practicable, once a supervisor's vacation has been granted, the Employer may not cancel that vacation unless the employee voluntarily agrees to forego the vacation or the Employer determines, due to unforeseen operational needs at the time their vacation was awarded, that the employee's services are needed at the time of the scheduled vacation. In the event that such unforeseen operational needs arise, the Employer will give the employee as much advance notice as possible under the circumstances and the employee will be given an

opportunity to select the next available vacation opportunity which does not conflict with the Employer's operational needs. An employee's vacation leave will only be canceled if the Employer determines, after a discussion with the affected employee (and his or her union representative, if such representation is requested by the employee) that there is no feasible alternative that meets the operational needs of the Employer.

If a holiday falls within an employee's scheduled vacation, such employee, if otherwise eligible, shall be granted an additional day of vacation. It is understood that time off which is approved and scheduled in advance will not disqualify an employee from holiday pay.

ARTICLE IX

Health and Welfare Benefits

Section 9.1 Hospitalization Insurance:

- A. The County agrees to maintain the level of employee and dependent health benefits that are set forth in Appendix C as revised by this Agreement and specifically described in Appendix C.
- B. Employees who have elected to enroll in the County's PPO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution toward premiums. Employees who have elected to enroll in the County's HMO health benefits plan shall contribute, in aggregate, by offset against wages, the amount of their base salary set forth in Appendix C as a contribution towards premiums. All rules and procedures governing the calculation and collection of such contributions shall be established by the County's Department of Risk Management, after consultation with Local 73. All employee contributions for health insurance shall be made on a pre-tax basis.
- C. The Employer will provide a mail order prescription program as set forth in Appendix C.

Section 9.2 Sick Leave:

- A. All monthly salaried employees, other than seasonal employees, shall be granted sick leave with pay at the rate of one (1) working day for each month of service. Accruals will be carried out in accordance with the bi-weekly payroll system. Employees must be in a pay status for a minimum of five (5) days a pay period to accrue time in that period. Accrued sick leave will carry over if employees change offices or departments within the County as long as there is no break in service longer than thirty (30) days.

All individuals employed on a part-time work schedule of twenty (20) hours per week or more shall be granted sick leave with pay proportionate to the time worked per month.

- B. Sick leave may be accumulated to equal, but at not time to exceed, one hundred seventy-five (175) working days, at the rate of twelve (12) working days per year. Records of sick leave credit and use shall be maintained by each office, department, or institution. Amount of leave accumulated at the time when any sick leave begins shall be available in

full, and additional leave shall continue to accrue while an employee is using that already accumulated. Severance of employment terminates all rights for the compensation hereunder.

- C. Sick leave may be used for illness, disability incidental to pregnancy, or non-job related injury to the employee; appointments with physicians, dentists, or other recognized practitioners; or for serious illness, disability, or injury, in the immediate family of the employee. After five (5) consecutive work days of absence due to absence due to illness, employees shall submit to their department head a doctor's certificate as proof of illness. Accordingly, sick leave shall not be used as additional vacation leave. Sick leave may be used as maternity or paternity leave by employees.
- D. An employee who has been off duty for five (5) consecutive days or more for any health reason may be required to undergo examination by the Employer's physician before returning to work.

For health related absences of less than five (5) consecutive days, a doctor's statement or proof of illness will not be required except in individual instances where the Clerk has sufficient reason to suspect that the individual did not have a valid health reason for the absence. If indicated by the nature of a health related absence, examination by the Employer's physician may be required to make sure that the employee is physically fit for return to work.

- E. If, in the opinion of the Clerk/Designee the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine his/her vacation, sick leave and personal days.
- F. The employee may apply for disability under the rules and regulations established by the Retirement Board.

Section 9.3 Disability Benefits:

Employees incurring any occupational illness or injury will be covered by Workers' Compensation insurance benefits. Employees injured or sustaining occupational disease on duty, who are off work as result thereof shall be paid total temporary disability benefits pursuant to the Workers' Compensation Act. Duty disability and ordinary disability benefits also will be paid to employees who are participants in the County Employee Pension Plan. Duty disability benefits are paid to the employee by the Retirement Board when the employee is disabled while performing work duties. Benefits amount to seventy five percent (75%) of the employee's salary at the time of the injury, and begin the day after the date the salary stops. Ordinary disability occurs when a person becomes disabled due to any cause, other than injury on the job. An eligible employee who has applied for such disability compensation will be entitled to receive, on the thirty-first (31st) day following disability, fifty percent (50%) of salary, less an amount equal to the sum deducted for all annuity purposes. The first thirty (30) consecutive days of ordinary disability are compensated for only by used of any accumulated sick pay and/or vacation pay credits unless the employee and the Employer otherwise agree. otherwise. The employee will not be required to use sick time and/or vacation time for any day of duty

disability. All of the provisions of this Section are subject to change in conjunctions with changes in State Law.

Section 9.4 Life Insurance:

All employees shall be provided with life insurance in an amount equal to the employee's annual salary (rounded to the next one thousand dollars (\$1,000)), at no cost to the employee, with the option to purchase. No life insurance shall be offered through the County's HMO plans.

Section 9.5 Pension Plan:

Pension benefits for employees covered by this Agreement shall be as mandated under the Illinois Pension Code (40 ILCS 5/1-101 et seq.) and the County Employees' and Officers' Annuity and Benefit Fund -- Counties Over 500,000 Inhabitants (40 ILCS 5/9-101 et seq.).

Section 9.6 Dental Plan:

All employees shall be eligible to participate, at no cost to them, in the dental plan as set forth in Appendix C. No dental coverage shall be offered through the County's HMO plans.

Section 9.7 Vision Plan:

All employees shall be eligible to participate, at no cost to them, in the vision plan in accordance with Appendix C. No vision coverage shall be offered through the County's HMO plans.

Section 9.8 Hospitalization -- New Hires:

All new employees covered by this Agreement shall be required to enroll in the County HMO plan of their choosing, such enrollment to be effective from the date of hire through the expiration of the first full health plan year following such date of hire.

Section 9.9 Flexible Benefits Plan:

All employees shall be eligible to participate, at no cost to them, in a flexible benefits plan to be established by the County. Such plan shall include segregated IRS accounts for child care and medical expenses.

Section 9.10 Insurance Opt Out:

Effective December 1, 1999, the Employer agrees to pay eight hundred dollars (\$800.00) per year to eligible employees who opt out of the Employer's health benefit program. Prior to opting out of such program, the employee must demonstrate to the Employer's satisfaction that he/she has alternative health care coverage. Any employee electing to opt out of the Employer's health benefit program may request that in lieu of a payment to the employee, this amount be credited to a medical flexible spending account. Eligible employees who lose their alternative health care coverage may enroll in or be reinstated to the Employer's health benefit program.

Section 9.11 Insurance Claims:

A dispute between an employee (or his/her covered dependent) and the processor of claims shall not be subject to the grievance procedure provided for in this Agreement. Employees shall continue to be afforded an opportunity to present appeals of such insurance disputes in person, and may have union representation at such proceedings. This Section shall not be construed to diminish the provisions of Section 1(A), (B), (C) or (D) of this Article.

ARTICLE X

Additional Benefits

Section 10.1 Bereavement Leave:

- A. Excused leave with pay will be granted, up to three (3) days, to an employee for the funeral of a member of the employee's immediate family or household. Immediate family is understood to include mother, father, husband/wife, child (including step children and foster children), brother/sister, grandchildren, grandparents, spouse's parents and such people who have reared the employee. Where death occurs and the funeral is to be held outside of Illinois and beyond the states contiguous thereto, the employee shall be entitled to a maximum of five (5) normal days pay.
- B. Any additional time needed in the event of bereavement may be granted consistent with the operating needs of the facility from accumulated vacation, personal days, or compensatory time accumulated by the employee. Leave requested to attend the funeral of someone other than a member of an employee's immediate family or household may be granted, but time so used shall be deducted from the accumulated vacation or personal leave of the employee making the request.
- C. If an employee's vacation is interrupted by a death in the immediate family, bereavement pay as described herein shall be allowed, and such days will not be counted as vacation.
- D. To qualify for pay as provided herein an employee will provide management with proof of attendance at funeral, relationship and/or residence in household.

Section 10.2 Jury Duty:

In the event an employee is summoned for jury duty, which includes required reporting for jury service when summoned, whether or not the employee is used as a juror, the County shall pay the employee the difference between the amount received for each day's jury service and the employee's regular straight-time earnings for the days such employee would have been scheduled to work, but for such jury service.

In order to qualify for jury pay, the employee must notify his/her immediate supervisor of the date(s) of jury duty upon receipt of the summons. Upon return to work after completion of jury duty, the employee will endorse his/her check for payment for jury duty to the County and will be paid the regular straight-time earnings for that day. If the employee fails to endorse the check to the County, he/she will not be entitled to pay under this section.

Section 10.3 Family Responsibility Leave:

Employees shall be granted maternity or paternity leaves of absence to cover periods of pregnancy and post-partum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Department Head. In addition, an employee who has at least two (2) years of service and has a need to be absent from work to meet family responsibilities arising from the employee's role in his/her family or household may, upon request and for good cause shown, be granted a leave of absence for a period not to exceed a total of six (6) months (increasing up to one (1) year for those employees who have accrued personal leave entitling them to more time under current County policy) without pay. Insurance

coverage shall be maintained only in accordance with the Family Medical Leave Act ("FMLA") leave, i.e. up to twelve (12) weeks and meeting FMLA standards. Employees shall be granted maternity or paternity leave of absence to cover periods of pregnancy and postpartum child care. The length of such leave, in general, shall not exceed six (6) months, but may be renewed by the Clerk/Designee.

Section 10.4 Election Day:

An employee who is a registered voter will receive two (2) hours time off without pay during his regular work day so that he/she may vote in any general election. An employee desiring to take such time off shall arrange the exact hours of intended absence with his/her supervisor at least five (5) work days prior to the election.

Section 10.5 Personal Days:

All employees except those in a per diem or hourly pay status, shall be permitted four (4) days off with pay each fiscal year. Employees may be permitted these four (4) days off with pay for personal leave for such occurrences as observance of a religious holiday or for other personal reasons. Such personal days shall not be used in increments of less than one-half (½) day at a time.

Employees entitled to receive such leave, who enter Cook County employment during the fiscal year, shall be given credit for such personal leave at the rate of 1.24 hours per pay period; except that two (2) personal days may be used for observance of religious holidays prior to accrual, to be paid back in the succeeding two (2) fiscal quarters. No more than four (4) personal days may be used in a fiscal year.

If the health of an employee warrants prolonged absence from duty, the employee will be permitted to combine personal days, sick leave and vacation leave. Personal days may be used consecutively if approved by the supervisor.

Upon severance of employment, the employee shall be entitled to pay for all accumulated personal days.

ARTICLE XI
Leaves of Absence

Section 11.1 Regular Leave:

Regular leave shall be intended to take care of emergency and extra-ordinary situations which are not covered under Sick Leave or Family Responsibility Leave or other specified leave sections within this Agreement.

An employee desiring a leave of absence shall make written application to his/her immediate supervisor, who will then refer the application to the Employer. If approved by the Employer, the application will then be forwarded to the Cook County Comptroller for appropriate action. The application shall include the purpose for the leave of absence and the dates for which the leave is requested. An employee granted a leave of absence shall be eligible, when such leave expires to return to the same or comparable position at the time the leave was granted.

Section 11.2 Seniority on Leave:

An employee on an approved leave of absence shall retain seniority, but shall not accrue pension benefits during such period (except as may be otherwise provided in the County's Pension Plan). Employees shall, however, receive retroactive increases for all time in which they were in pay status.

Section 11.3 Retention of Benefits:

An employee will not earn sick pay or vacation credits while on leave of absence. An employee on a leave of absence except as covered in an Article IX, Section 9.3 leave will be required to pay the cost of the insurance benefits provided in Article IX in order to keep these benefits in full force and effect during the period of leave. Arrangements for payments of such costs through normal deductions or otherwise must be made with the County's Payroll Office prior to departure on the leave. For the failure to make such arrangements, the Employer may cancel insurance benefits, which will be reinstated upon the employee's return to work, subject to such waiting period and other rules and regulations as may be applicable to the insurance plan.

Section 11.4 Union Leave:

A leave of absence not to exceed one (1) year without pay, will be granted to an employee who is elected, delegated, or appointed to participate in duly authorized business of the Union which requires absence from the job. Such leave may be extended by mutual agreement. Employees duly elected as delegates of the Union will be allowed time off, without pay, to attend State and National conferences, conventions and Stewards training related to the Union, not to exceed ten (10) work days per calendar year. Sick pay, vacation and insurance benefits will be provided as set forth in Section 11.3 of this Article, provided that it will not seriously effect the performance of the office.

Section 11.5 Military Leave:

Employees who enter the armed services of the United States shall be entitled to all the re-employment rights in accordance with State and Federal laws.

An employee who has at least six (6) months or more of continuous actual service and is a member of the Illinois National Guard or any of the Reserve Components of the Armed Forces of the United States, shall be entitled to leave of absence with full pay for limited service in field training, cruises, and kindred recurring obligations. Such leave will normally be limited to eleven (11) working days in each year or as extended in accordance with Cook County policy on military leave.

Section 11.6 Veterans' Conventions:

Any employee who is a delegate or alternate delegate to a National or State convention of a recognized veteran's organization may request a leave of absence for the purpose of attending said convention, providing, however, that any employee requesting a leave of absence with pay must meet the following conditions:

1. The employee must be a delegate or alternate delegate to the convention as established in the by-laws of the organization.
2. They must register with the credentials committee at the convention headquarters.

3. Their name must appear on the official delegate-alternate rolls that are filed at the State headquarters of their organization at the close of the convention.
4. They must have attended no other convention, with a leave of absence with pay during the fiscal year.
5. The employee must produce, upon returning from the convention, a registration card signed by a proper official of the convention, indicating attendance.

Section 11.7 Educational Leave:

Upon request, a leave of absence for a period not to exceed one (1) year may be granted to a full-time employee with at least two (2) years of County service, if operational needs allow, in order that the employee may attend a recognized college, university, trade or technical school, or high school, provided that the course of instruction is logically related to the employee's employment opportunities with the County. Such leave shall not be arbitrarily or capriciously denied. Such leave may be extended for good cause and in accordance with the operational needs of the County.

Section 11.8 School Conference and Activity Leave:

The Employer must grant an employee unpaid leave of up total of eight (8) hours during any school year, no more than four (4) hours of which may be taken on any given day, to attend school conferences or classroom activities related to the employee's child in accordance with the School Visitation Rights Act 820 ILCS 147/1 et seq.

Section 11.9 Use of Benefit Time:

Except where required by law, each employee covered by this Agreement shall not be required to use accumulated time prior to going on unpaid leave.

ARTICLE XII Grievance Procedure

Section 12.1 Policy:

The provisions of this Article supplement and modify the provisions of the Employer's Grievance Procedure applicable to all employees. (See Appendix B)

Section 12.2 Definition:

A grievance is a difference between an employee or the Union and the Employer with respect to the interpretation or application of, or compliance with, the agreed upon provisions of the Agreement, the Employer's rules and regulations or disciplinary action. The Union will send copies of grievances appealed at Step Three to the County's Chief Administrative Officer or his/her designee. It is recognized that because a joint employer relationship exists in this Agreement certain grievances are appropriately answered by the Clerk and others by County Administration, depending on the subject of the Grievance.

Section 12.3 Representation:

Only the aggrieved employee(s) and/or representatives of the Union may present grievances. Employees may take up grievances through Steps One to Three either on their own and

individually or with representation by the Union. If an employee takes up a grievance without Union representation, any resolution of the grievance shall be consistent with this Agreement and the Union representative shall have the right to be present at such resolution. A grievance relating to all or a substantial number of employees or to the Union's own interests or rights with the Employer may be initiated at Step Two by a Union representative. Grievances may be initiated at Step Three by mutual agreement between the Union and the Employer.

Section 12.4 Grievance Procedure Steps:

The steps and time limits as provided in the Employer's Grievance Procedure are as follows:

<u>Step</u>	<u>Submission Time Limit This Step (calendar days)</u>	<u>To Whom Submitted</u>	<u>Time Limits Meeting</u>	<u>Response</u>
1	30 days	Immed. Superv.	10 days	10 days
2	5 days	Div. Direc.	10 days	10 days
3	10 days	Clerk Designee	30 days	30 days
4	30 days	Impar. Third Party	30 days	30 days

Section 12.5 Time Limits:

The initial time limit for presenting a grievance shall be thirty (30) days and the same limit shall apply to hearings and decisions at Step Four. Time limits may be extended by mutual agreement in writing between the employee and/or the Union and the Employer. For errors in pay, the time period shall be six (6) months.

Section 12.6 Stewards:

The Union will advise the Employer in writing of the names of the Chief Stewards and/or stewards in each department or area agreed upon with the Employer and shall notify the Employer promptly of any changes. **UPON OBTAINING APPROVAL FROM THE SUPERVISOR BEFORE LEAVING** their work assignment or area, the Chief Steward or Steward or in cases of new steward orientation, the Chief Steward and/or steward will be permitted to **HANDLE AND PROCESS GRIEVANCES** referred by employees at the appropriate steps of the grievance procedure during normal hours without loss of pay, provided that such activity shall not **EXCEED A REASONABLE PERIOD OF TIME**.

The Employer will grant the Union an opportunity to present the benefits of Union membership to newly hired employees at which time the Union may give such employees a copy of this Agreement. The Employer will introduce the newly hired employee to the steward or stewards responsible for the area in which they will be employed, and the employee and a steward will be given an opportunity to discuss Union membership on work time. Such orientation will be scheduled at a time and place mutually agreeable to the Steward, Employee and the applicable Supervisor.

Section 12.7 Union Representatives:

Duly authorized business representatives of the Union will be permitted at reasonable times to enter the appropriate County facility for purposes of handling grievances or observing conditions

under which employees are working. These business representatives will be identified to the Clerk/Designee and allowed to enter and conduct their business so as not to interfere with the operation of the Employer. The Union will not abuse this privilege, and such right of entry shall at all times be subject to general Clerk department rules applicable to non-employees.

Section 12.8 Impartial Arbitration:

If the Union is not satisfied with the Step Three answer, it may within thirty (30) days after receipt of the Step Three answer submit in writing to the Clerk notice that the grievance is to enter impartial arbitration. The parties will select an arbitrator from a permanent panel of arbitrators agreed upon by both parties. The Union and the County will make arrangements with the Arbitrator to hear and decide the grievance without unreasonable delay. The decision of the Arbitrator shall be binding.

Expenses for the Arbitrator's services and the expenses which are common to both parties to the arbitration shall be borne equally by the Employer and the Union. Each party to the arbitration proceeding shall be responsible for compensating its own representative and witnesses.

The Arbitrator in his/her opinion shall not amend, modify, nullify, ignore or add to the provisions of this Agreement. The issue or issues to be decided will be limited to those presented to the Arbitrator in writing by the Clerk and the Union. His/her decision must be based solely upon his/her interpretation of the meaning or application of the express relevant language of the Agreement.

The Union and the Employer shall meet within thirty (30) days after the effective date of this Agreement for the purpose of selecting a permanent panel of seven (7) arbitrators. The arbitrators shall be selected on a rotating basis. Either party shall have the authority to strike an arbitrator from the permanent panel at any time. The struck arbitrator will proceed on the cases currently assigned, but will not receive any new case assignments. In the event that an arbitrator is struck from the panel, the parties shall meet as soon as possible to choose a mutually agreed upon replacement. Nothing herein shall prevent the parties, by mutual agreement, from selecting an arbitrator from outside the panel. Absent such mutual agreement, the arbitrator shall be selected from the panel in accordance with the above procedure.

Section 12.9 Grievance Meetings:

At each step of the grievance procedure, the appropriate County representative shall meet in accordance with the time limits. The primary purpose of the meetings shall be for the purpose of attempting to resolve the grievance. The County representative shall be willing, and shall have the authority needed to engage in meaningful discussion for the purpose of resolving the grievance. There shall be no tape recording of any grievance meetings. When the meeting does not result in a resolution of the grievance, the County representative shall respond to the Union, in writing, within the time limits provided herein.

Section 12.10 Discipline:

The Employer shall not demote, suspend, discharge or take any disciplinary action against an employee without just cause. Employees who are to be or may be disciplined are entitled to Union representation exclusively in any disciplinary proceedings. The Union and Employer agree that discipline should be timely, progressive and accompanied by counseling where

appropriate and it shall normally be done in a manner that will not embarrass the employee before other employees or the public. It is understood that all discipline below suspension will be discarded after one (1) year if there has not been a like discipline problem.

Section 12.11 Letters of Notification:

Whenever possible a letter of notification shall be given to an employee twenty four (24) hours in advance of a scheduled hearing that could lead to discipline, if such notification will not unreasonably hinder or impact operations and/or an ongoing investigation of that employee or others. If the employee is not disciplined, the letter of notification will not be placed in the employee's personnel file. The Department will investigate matters specified in the above mentioned letter as expeditiously as possible.

An employee shall be entitled to review the contents of his/her personnel file at regular intervals, upon request, during regular hours when the human resources office is normally open for business. The employee may authorize representatives of the Union to inspect the personnel folder, upon written request of the employee. No evaluation, disciplinary documents, or anonymous material shall be placed in any bargaining unit member's file without the employee being given a copy of the document. Any derogatory statements or documents placed in the employee's personnel file without the employee's knowledge cannot not be used and any forum and will be discarded. The employee will have the right to reply and any material place in the personnel file.

Section 12.12 Disciplinary Suspension:

Disciplinary suspensions issued to employees covered herein, that are eighteen (18) months or more old, will not be used for the purpose of pyramiding penalties.

Section 12.13 Expedited Arbitration:

The parties may mutually agree that a grievance shall be submitted to expedited arbitration. If the parties agree to expedited arbitration, the following provisions of this paragraph shall apply. Immediately upon notification of the designated arbitrator, the parties shall arrange a place and date to conduct a hearing within a period of no more than thirty (30) calendar days, unless the parties agree to a longer period. If the designated arbitrator is not available to conduct a hearing within the thirty (30) calendar days and the parties do not otherwise agree to a longer period, the next panel member in the rotation shall be notified until an available arbitrator is obtained. Nothing herein precludes multiple cases being heard on the same day before the same arbitrator.

The hearing shall be conducted under the following procedures:

- a. the hearing shall be informal;
- b. no briefs shall be filed or transcripts made;
- c. there shall be no formal rules of evidence; however, the arbitrator shall only rely on credible relevant evidence;
- d. the hearing shall normally be completed within one (1) day;

- e. the arbitrator may issue a bench decision at the hearing, but in any event shall render a decision within seven (7) calendar days after the conclusion of the hearing. Such decision shall be based on the evidence before the arbitrator and shall include a brief written explanation of the basis for such conclusion. Any arbitrator who issues a bench decision shall furnish a written copy of the award to the parties within seven (7) calendar days of the close of the hearing.

The decision of the arbitrator shall be final and binding, except that it shall not be regarded as precedent or be cited in any future proceeding.

The parties further agree to increase the arbitration panel from seven (7) arbitrators to twelve (12) arbitrators.

ARTICLE XIII

Continuity of Operation

Section 13.1 No Strike:

The Union will not cause or permit its members to cause, and will not sanction in any way, any work stoppage, strike, picketing or slowdown of any kind for any reason, or the honoring of any picket line or other curtailment, restriction or interference with any of the Employer's functions or operations; and no employee will participate in any such activities during the term of this Agreement or any extensions thereof.

Section 13.2 Union Responsibility:

Should any activity prescribed in Section 13.1 of this Article occur, which the Union has or has not sanctioned, the Union shall immediately:

- (1) publicly disavow such action by the employees or other persons involved;
- (2) advise the Employer in writing that such action has not been caused or sanctioned by the Union;
- (3) notify the employees stating that it disapproves of such action and instruct all employees to cease such action and return to work immediately; and
- (4) take such other steps as are reasonably appropriate to bring about observance of the provisions of this Article, including compliance with reasonable requests of the Employer to accomplish this end.

Section 13.3 Discharge of Violators:

The Employer shall have the right to discharge or otherwise discipline any or all employees who violate any of the provisions of this Article. In such event, the employee or employees, or the Union in their behalf, shall have no recourse to the grievance procedure, except for the sole purpose of determining whether an employee or employees participated in the action prohibited by this Article. If it is determined that an employee did so participate, the disciplinary action taken by the Employer may not be disturbed.

Section 13.4 No Lock-Out:

The Employer agrees that it will not lock out its employees during the term of this Agreement or any extension thereof.

**ARTICLE XIV
Miscellaneous**

Section 14.1 No Discrimination and Affirmative Action:

No employee shall be discriminated against on the basis of race, color, sex, age, religion, disability, national origin, ancestry, sexual orientation, marital status, parental status, military discharge status, political affiliation and/or beliefs, or activity or non-activity on behalf of the Union. The County and the Union acknowledge that the County of Cook has adopted and implemented a sexual harassment ordinance which will be complied with.

The Employer and Union agree that creation and maintenance of a diverse workforce is an important goal of both parties to this Agreement. Furthermore, where past or present discrimination as described in Section 14.1 continues to have an adverse effect upon the composition of the workforce, affirmative action efforts will be taken to eliminate the effects by the Employer, following discussion with the Union in accordance with the provisions set forth in Article III of this Agreement.

Section 14.2 Health and Safety:

- A. General. The Employers shall endeavor to provide a safe and healthful work environment for all employees. The Employers agree to comply with all applicable state and federal laws. The parties shall share information adequately and fully in order to assure that health and safety issues are adequately addressed. Where there is a serious threat to the health and safety of an employee or employees and the situation necessitates a speedy resolution, the issue shall be immediately referred to the appropriate committee.
- B. Video Display Terminals. The Employer and the Union will attempt to keep current with monitoring studies and reports on the effects, if any, of video display terminals ("VDTs") and their effect on the health and safety of the operators breaks away from the screen in the first and second half of their shifts.

For those employees who already receive two (2) fifteen (15) minute breaks, this provision is not in addition to those breaks currently granted. Pregnant employees and employees who are nursing and who regularly operate VDTs may request an adjustment, temporary transfer, or other change in their assignment, if such assignment or change can reasonably be made and is consistent with the Employer's operating needs. Once the employee is no longer pregnant or nursing, the employee shall be allowed to return to her original position if available. The Employers agree that employees who operate VDTs will be granted fifteen (15) minute breaks. Employee complaints about computer monitor screen glare will be investigated and action taken to correct the problem within two (2) weeks of the complaint. If attempts to correct the glare through modifications of the working environment do not succeed, the Employer will provide glare screens.

C. Communicable Diseases. The Employer and the Union are committed to taking reasonable necessary steps to limit and/or prevent the spread of communicable diseases in the workplace. Therefore, generally, the County agrees as follows:

1. To provide training and/or distribute written materials to employees regarding the protocols for preventing the spread of communicable diseases. The extent and level of training will vary based on the needs of the applicable entity.
2. To make professional medical counseling available to any employee who has reason to believe that she/he has become infected with TB, HIV, or Hepatitis B during the course of his/her employment. The Employer shall make available to the employee who has occupational exposure during the course of his/her employment to blood or body substances or airborne particles, a Hepatitis B vaccine, and TB vaccine at no cost to the employee.

Specific concerns related to the health and safety of employees may be referred to the applicable Health and Safety Committee or Sub-Committee.

Section 14.3 Bulletin Boards:

The Employer will make bulletin boards available for the use of the Union in non-public locations. The Union will be permitted to have posted on these bulletin boards notices after submitting a copy of the notice to the Clerk/Designee for approval and posting.

Section 14.4 Partial Invalidity:

In the event any of the provisions of this Agreement shall be or become invalid or unenforceable by reason of any Federal or State law or local ordinance now existing or hereinafter enacted, such invalidity or unenforceability shall not affect the remainder of the provisions herein. The parties agree to meet and adopt revised provisions which would be in conformity with the law.

Section 14.5 Sub-Contracting:

It is the policy of the Employer to continue to utilize its employees to perform work they are qualified to perform. The Employer may, however, subcontract where circumstances warrant, but only where there is no way to achieve the same level of service provision as efficiently and effectively by utilizing its employees.

The Employer will advise the Union at least five (5) months in advance of any decision to subcontract work and will discuss such contemplated changes with the Union, pursuant to the Illinois Public Labor Relations Act. The Employer will also discuss the rationale for its decision and provide the Union with any data reasonably necessary for the Union to access the Employer's rationale. In any discussion requested by the Union regarding the Employer's rationale, the Employer will bargain in good faith regarding the decision, but shall not be required to bargain to impasse prior to implementing its decision.

Section 14.6 Personnel Files & Evaluations:

Upon written request to the Department Personnel Office, an employee may inspect his/her personnel file at any time mutually acceptable to the employee and Employer. Copies of materials in an employee's personnel file shall be provided to the employee upon his/her request.

The Employer shall maintain records in accordance with the Personnel Record Review Act, 820 ILCS 40/1 et seq..

Employees shall be given a copy of any formal supervisory evaluation which is made of the employee. An employee will not be penalized for legitimate use of leave time under this Agreement. An employee who disagrees with Management's evaluation shall have the right to grieve such evaluation.

Section 14.7 Travel Reimbursement:

Employees required to use personally owned automobiles in the course of their employment shall be reimbursed at a rate of not less than thirty one cents (31¢) per mile in accordance with the Cook County Travel Expense Reimbursement Policy. Such rate shall be adjusted upward, as necessary, to ensure that employees are paid the maximum allowable by the County policy. Whenever the IRS raises its rates above the County rate, the higher rate shall be submitted to the County Board within a reasonable period of time but not later than thirty (30) days prior to the start of the next fiscal year.

Parking and tolls shall be allowed and reimbursed if items are supported by receipts. Employees who are required to perform County business outside of their regular place of assignment in the County shall be reimbursed for their transportation expenses between home and their first and last stop for such travel.

Employees who are required to remain away from home during temporary assignments shall have their lodging paid by the Employer. Any employee remaining overnight during such a work assignment shall receive a meal allowance in accordance with the County's per diem meal reimbursement rate for employees on their primary job or shall receive meals provided by the Employer in lieu of such payment.

Section 14.8 Bargaining Unit Work:

It is the intent of the Employer that managers and supervisory personnel will not perform bargaining unit work except to the extent that such work is currently being performed by managers and supervisory personnel. There will be no reduction in the bargaining unit because of non-bargaining unit personnel performing bargaining unit work.

Section 14.9 Technological Changes:

The Employer shall notify the Union at least six (6) months in advance of any proposed technological changes in the operation of the office that will have a significant effect upon the bargaining unit. The Employer will provide the Union with sufficient information regarding the proposed changes in order to determine the potential effect on the bargaining unit. It is the policy of the Employer to provide sufficient and reasonable opportunity and training to bargaining unit employees to ensure that new job positions or new positions requiring new skills and knowledge are filled first by bargaining unit employees.

Section 14.10 Auto Insurance:

The parties agree that the County shall explore the feasibility of making available to all employees through payroll deduction, standard automobile insurance on a no decline basis. No later than ninety (90) days after the effective date of this Agreement the County shall report the

results of its investigation to the Union. Such information shall include any proposed costs and benefits, the names of the potential carrier(s), and any problem the County believes must be overcome in order to implement the insurance, and any other relevant information. Within thirty (30) days after this information is provided to the Union, the parties shall meet to discuss the possibility of implementing any proposals offered by a carrier as well as any other options regarding this issue.

Section 14.11 Americans With Disabilities Act:

Whenever an employee (or the Union at the request of an employee) requests an accommodation under the Americans With Disabilities Act ("ADA"), or an accommodation of an employee is otherwise contemplated by the Employer -- the Employer, the employee and the Union shall meet to discuss the matter.

It is the intent of the parties that any reasonable accommodations adopted by the Employer conform to the requirements of this Agreement where practicable. The Employer may take all steps necessary to comply with the ADA. Any such steps which might conflict with the terms of this Agreement shall be discussed with the Union prior to implementation. The parties shall cooperate in resolving potential conflicts between the Employer's obligation under the ADA and the rights of the Union. Neither party shall unreasonably withhold its consent to the reasonable accommodation of an employee. The Employer agrees that it shall not apply this Section in a discriminatory, arbitrary or capricious manner.

Nothing in this Section shall require the Employer to take any action which would violate the ADA or any other applicable statutes. Information obtained regarding the medical condition or history of an employee shall be treated in a confidential manner.

Section 14.12 Educational Fund:

The Clerk of Cook County will also provide additional educational benefits to the employees of its office, including those employees covered by this Agreement. The Employer and Union will meet pursuant to Article III, Section 3.1 for the purpose of developing a plan to implement distribution of these funds for bargaining unit employees.

The Employer agrees to allocate funds for educational purposes in each year of this Agreement to be made available to all SEIU Local 73 bargaining unit employees. The amount allocated shall be an aggregate total of ten thousand dollars (\$10,000.00) for all SEIU Local 73 bargaining units. Employee requests for such funds shall be for reimbursement for the costs of courses offered through any certified educational institution, including community colleges, continuing adult education, and other training and technical institutions. Such course work shall be employment related. An employee may request funds up to an amount no greater than two hundred (\$200.00) dollars in a fiscal year. Approval for reimbursement shall be offered on an equitable basis.

Section 14.13 Courses and Conferences:

The Employer shall post courses, conferences and training events, as soon as they become available, in all districts/divisions. Such posting shall include all courses, conferences, and training events generally available to County employees.

Section 14.14 Bilingual Pay:

Employees whose positions require the employee to be bilingual, or to use sign language, shall receive an additional fifty dollars (\$50.00) per month in salary.

Section 14.15 Credit Union:

After approval by the County Board, the County shall deduct from the wages of the employees who so authorize, deductions and remit payments to the Local 73 Credit Union or the County's Credit Union 1.

Section 14.16 Mass Transit Benefit Program:

The County agrees to implement pre-tax payroll deductions for transportation expenses to the extent of permissible by law when the County payroll system is capable. Quarterly status reports will be provided by the Employer.

Section 14.17 Dual Employment:

Full time employees may have secondary employment, provided however that the secondary employment does not interfere with full time employment with this employer.

The Clerk may restrict secondary employment for good cause, such as:

- a) Directly impairing the efficiency of the Employer
- b) Seriously interfering with the employee's ability to satisfactorily perform his/her duties, including excessive absenteeism and/or tardiness;
- c) Impairs or reflects poorly upon the reputation of the County Clerk's Office using a reasonable person's standard.

**ARTICLE XV
DURATION**

Section 15.1 Term:

This Agreement shall become effective on December 1, 2010 and shall remain in effect through November 30, 2012. It shall automatically renew itself from year to year thereafter unless either party shall give written notice to the other party not less than ninety. (90) calendar days prior to the expiration date, or any anniversary thereof, that it desires to modify or terminate this Agreement.

In the event such written notice is given by either party, this Agreement shall continue to remain in effect after the expiration date until a new Agreement has been reached or either party shall give the other party five (5) calendar days written notice of cancellation thereafter.

Section 15.2 Notice:

Any notice under this agreement shall be given by registered or certified mail. If given by the Union, then such notice shall be addressed to the following individuals:

1. President
Board of Commissioners of Cook County

118 North Clark Street - Room 537
Chicago, IL 60602

2. Clerk of Cook County
118 North Clark Street - Room 434
Chicago, IL 60602
3. Chief, Bureau of Human Resources
118 North Clark Street - Room 840
Chicago, IL 60602

If given by the Employer, then such notice shall be addressed to:

President
SEIU - Local 73
Service Employees International Union 1165 N. Clark
Chicago, IL 60610

Either party may, by like written notice, change the address to which notice to it shall be given.

Signed and entered into this 21st day of May, 2014.

COUNTY OF COOK

By:

Toni Preckwinkle
TONI PRECKWINKLE, President
Cook County Board of Commissioners

David Orr
DAVID ORR
County Clerk

Attest:

David Orr

DAVID D. ORR
Cook County Clerk

UNION: Local 73, Service Employees International Union - S.E.I.U.

By:

Christine Boardman
CHRISTINE BOARDMAN,
President

Betty Boles, Vice President #73
Betty Boles

APPROVED BY BOARD OF
COOK COUNTY COMMISSIONERS

MAY 21 2014
142299

COM _____

Appendix A
SEIU Local 73 County Clerk Supervisors

<u>Job Code</u>	<u>Grade</u>	<u>Title</u>
0050	18	Administrative Assistant IV
0653	18	Election Division Supervisor I
5194	18	Vital Records Supervisor I

Effective January 1, 2011

SCHEDULE I - GENERAL

BUREAU OF HUMAN RESOURCES

SEIU LOCAL 73

CORPORATE ONLY

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	AFTER 2 YEARS AT <u>5TH STEP</u>	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 <u>YRS SERV</u>	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 <u>YRS SERV</u>	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 <u>YRS SERV</u>
9	Hourly	13,271	13,874	14,548	15,251	15,954	16,713	17,188	17,361	17,873
	Bi-Weekly	1,061.68	1,109.92	1,163.84	1,220.08	1,276.32	1,337.04	1,375.04	1,388.88	1,429.84
	Annual	27,604	28,858	30,260	31,722	33,184	34,763	35,751	36,111	37,176
10	Hourly	14,216	14,879	15,578	16,333	17,118	17,918	18,260	18,453	18,999
	Bi-Weekly	1,137.28	1,190.32	1,246.24	1,306.64	1,369.44	1,433.44	1,460.80	1,476.24	1,519.92
	Annual	29,569	30,948	32,402	33,973	35,605	37,269	37,981	38,382	39,518
11	Hourly	15,251	15,954	16,713	17,493	18,359	19,289	19,675	19,857	20,466
	Bi-Weekly	1,220.08	1,276.32	1,337.04	1,399.44	1,468.72	1,543.12	1,574.00	1,588.56	1,637.28
	Annual	31,722	33,184	34,763	36,385	38,187	40,121	40,924	41,303	42,569
12	Hourly	16,333	17,118	17,918	18,781	19,747	20,662	21,066	21,276	21,923
	Bi-Weekly	1,306.64	1,369.44	1,433.44	1,502.48	1,579.76	1,652.96	1,685.28	1,702.08	1,753.84
	Annual	33,973	35,605	37,269	39,064	41,074	42,977	43,817	44,254	45,600

		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	AFTER 2 YEARS AT 5TH STEP	AFTER 1 YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	AFTER 1 YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	AFTER 1 YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
GD 13	Hourly	17,493	18,359	19,289	20,219	21,135	22,193	22,635	22,853	23,544
	Bi-Weekly	1,399.44	1,468.72	1,543.12	1,617.52	1,690.80	1,775.44	1,810.80	1,828.24	1,883.52
	Annual	36,385	38,187	40,121	42,056	43,961	46,161	47,081	47,534	48,972
14	Hourly	18,781	19,747	20,662	21,705	22,733	23,811	24,304	24,545	25,286
	Bi-Weekly	1,502.48	1,579.76	1,652.96	1,736.40	1,818.64	1,904.88	1,944.32	1,963.60	2,022.88
	Annual	39,064	41,074	42,977	45,146	47,285	49,527	50,552	51,054	52,595
15	Hourly	20,219	21,135	22,193	23,293	24,462	25,613	26,130	26,397	27,185
	Bi-Weekly	1,617.52	1,690.80	1,775.44	1,863.44	1,956.96	2,049.04	2,090.40	2,111.76	2,174.80
	Annual	42,056	43,961	46,161	48,449	50,881	53,275	54,350	54,906	56,545
16	Hourly	21,705	22,733	23,811	24,950	26,155	27,367	27,931	28,201	29,052
	Bi-Weekly	1,736.40	1,818.64	1,904.88	1,996.00	2,092.40	2,189.36	2,234.48	2,256.08	2,324.16
	Annual	45,146	47,285	49,527	51,896	54,402	56,923	58,096	58,658	60,428
17	Hourly	23,293	24,462	25,613	26,806	28,131	29,522	30,099	30,387	31,306
	Bi-Weekly	1,863.44	1,956.96	2,049.04	2,144.48	2,250.48	2,361.76	2,407.92	2,430.96	2,504.48
	Annual	48,449	50,881	53,275	55,756	58,512	61,406	62,606	63,205	65,116
18	Hourly	24,950	26,155	27,367	28,728	30,052	31,535	32,180	32,485	33,491
	Bi-Weekly	1,996.00	2,092.40	2,189.36	2,298.24	2,404.16	2,522.80	2,574.40	2,598.80	2,679.28
	Annual	51,896	54,402	56,923	59,754	62,508	65,593	66,934	67,569	69,661

GD		AFTER 2					AFTER 1		
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SVC	YR AT 2ND LONGEVITY RATE & 15 YRS SVC	YR AT 3RD LONGEVITY RATE & 20 YRS SVC
19	Hourly	27,367	28,728	30,052	31,535	33,026	35,135	35,478	36,552
	Bi-Weekly	2,189.36	2,298.24	2,404.16	2,522.80	2,642.08	2,810.80	2,838.24	2,924.16
	Annual	56,923	59,754	62,508	65,593	68,694	73,081	73,794	76,028
20	Hourly	30,052	31,535	33,026	34,609	36,243	38,571	38,944	40,119
	Bi-Weekly	2,404.16	2,522.80	2,642.08	2,768.72	2,899.44	3,085.68	3,115.52	3,209.52
	Annual	62,508	65,593	68,694	71,987	75,385	80,228	81,004	83,448
21	Hourly	33,026	34,609	36,243	38,013	39,816	42,372	42,794	44,093
	Bi-Weekly	2,642.08	2,768.72	2,899.44	3,041.04	3,185.28	3,389.76	3,423.52	3,527.44
	Annual	68,694	71,987	75,385	79,067	82,817	88,134	89,012	91,713
22	Hourly	36,243	38,013	39,816	41,753	43,693	46,471	46,933	48,339
	Bi-Weekly	2,899.44	3,041.04	3,185.28	3,340.24	3,495.44	3,717.68	3,754.64	3,867.12
	Annual	75,385	79,067	82,817	86,846	90,881	96,660	97,621	100,545
23	Hourly	38,013	39,816	41,753	43,693	45,799	48,789	49,276	50,765
	Bi-Weekly	3,041.04	3,185.28	3,340.24	3,495.44	3,663.92	3,903.12	3,942.08	4,061.20
	Annual	79,067	82,817	86,846	90,881	95,262	101,481	102,494	105,591

SCHEDULE I - GENERAL
BUREAU OF HUMAN RESOURCES
SEIU LOCAL 73
CORPORATE ONLY

<u>GD</u>		<u>1ST</u> <u>STEP</u>	<u>2ND</u> <u>STEP</u>	<u>3RD</u> <u>STEP</u>	<u>4TH</u> <u>STEP</u>	<u>5TH</u> <u>STEP</u>	<u>AFTER 2</u> <u>YEARS AT</u> <u>5TH STEP</u>	<u>AFTER 1</u>		
								<u>YR AT 1ST</u> <u>LONGEVITY</u> <u>RATE & 10</u> <u>YRS SERVC</u>	<u>YR AT 2ND</u> <u>LONGEVITY</u> <u>RATE & 15</u> <u>YRS SERVC</u>	<u>YR AT 3RD</u> <u>LONGEVITY</u> <u>RATE & 20</u> <u>YRS SERVC</u>
9	Hourly	13,769	14,394	15,094	15,823	16,552	17,340	17,833	18,012	18,543
	Bi-Weekly	1,101.52	1,151.52	1,207.52	1,265.84	1,324.16	1,387.20	1,426.64	1,440.96	1,483.44
	Annual	28,640	29,940	31,396	32,912	34,428	36,067	37,093	37,465	38,569
10	Hourly	14,749	15,437	16,162	16,945	17,760	18,590	18,945	19,145	19,711
	Bi-Weekly	1,179.92	1,234.96	1,292.96	1,355.60	1,420.80	1,487.20	1,515.60	1,531.60	1,576.88
	Annual	30,678	32,109	33,617	35,246	36,941	38,667	39,406	39,822	40,999
11	Hourly	15,823	16,552	17,340	18,149	19,047	20,012	20,413	20,602	21,233
	Bi-Weekly	1,265.84	1,324.16	1,387.20	1,451.92	1,523.76	1,600.96	1,633.04	1,648.16	1,698.64
	Annual	32,912	34,428	36,067	37,750	39,618	41,625	42,459	42,852	44,165
12	Hourly	16,945	17,760	18,590	19,485	20,488	21,437	21,856	22,074	22,745
	Bi-Weekly	1,355.60	1,420.80	1,487.20	1,558.80	1,639.04	1,714.96	1,748.48	1,765.92	1,819.60
	Annual	35,246	36,941	38,667	40,529	42,615	44,589	45,460	45,914	47,310

GD		AFTER 1					AFTER 2					AFTER 1					AFTER 1				
		1ST STEP	2ND STEP	3RD STEP	4TH STEP	5TH STEP	YEARS AT 5TH STEP	YR AT 1ST LONGEVITY RATE & 10	YRS SERVC	YR AT 2ND LONGEVITY RATE & 15	YRS SERVC	YR AT 3RD LONGEVITY RATE & 20	YRS SERVC	YR AT 1ST LONGEVITY RATE & 10	YRS SERVC	YR AT 2ND LONGEVITY RATE & 15	YRS SERVC				
13	Hourly	18,149	19,047	20,012	20,977	21,928	23,025	23,484	23,710	24,427				23,484	23,710	24,427					
	Bi-Weekly	1,451.92	1,523.76	1,600.96	1,678.16	1,754.24	1,842.00	1,878.72	1,896.80	1,954.16				1,878.72	1,896.80	1,954.16					
	Annual	37,750	39,618	41,625	43,632	45,610	47,892	48,847	49,317	50,808				48,847	49,317	50,808					
14	Hourly	19,485	20,488	21,437	22,519	23,585	24,704	25,215	25,465	26,234				25,215	25,465	26,234					
	Bi-Weekly	1,558.80	1,639.04	1,714.96	1,801.52	1,886.80	1,976.32	2,017.20	2,037.20	2,098.72				2,017.20	2,037.20	2,098.72					
	Annual	40,529	42,615	44,589	46,840	49,057	51,384	52,447	52,967	54,567				52,447	52,967	54,567					
15	Hourly	20,977	21,928	23,025	24,166	25,379	26,573	27,110	27,387	28,204				27,110	27,387	28,204					
	Bi-Weekly	1,678.16	1,754.24	1,842.00	1,933.28	2,030.32	2,125.84	2,168.80	2,190.96	2,256.32				2,168.80	2,190.96	2,256.32					
	Annual	43,632	45,610	47,892	50,265	52,788	55,272	56,389	56,965	58,664				56,389	56,965	58,664					
16	Hourly	22,519	23,585	24,704	25,886	27,136	28,393	28,978	29,259	30,141				28,978	29,259	30,141					
	Bi-Weekly	1,801.52	1,886.80	1,976.32	2,070.88	2,170.88	2,271.44	2,318.24	2,340.72	2,273.04				2,318.24	2,340.72	2,273.04					
	Annual	46,840	49,057	51,384	53,843	56,443	59,057	60,274	60,859	59,099				60,274	60,859	59,099					
17	Hourly	24,166	25,379	26,573	27,811	29,186	30,629	31,228	31,527	32,480				31,228	31,527	32,480					
	Bi-Weekly	1,933.28	2,030.32	2,125.84	2,224.88	2,334.88	2,450.32	2,498.24	2,522.16	2,598.40				2,498.24	2,522.16	2,598.40					
	Annual	50,265	52,788	55,272	57,847	60,707	63,708	64,954	65,576	67,558				64,954	65,576	67,558					
18	Hourly	25,886	27,136	28,393	29,805	31,179	32,718	33,387	33,703	34,747				33,387	33,703	34,747					
	Bi-Weekly	2,070.88	2,170.88	2,271.44	2,384.40	2,494.32	2,617.44	2,670.96	2,696.24	2,779.76				2,670.96	2,696.24	2,779.76					
	Annual	53,843	56,443	59,057	61,994	64,852	68,053	69,445	70,102	72,274				69,445	70,102	72,274					

GD		AFTER 2					AFTER 1			
		YEARS AT	5TH STEP	4TH STEP	3RD STEP	2ND STEP	1ST STEP	YR AT 1ST LONGEVITY RATE & 10 YRS SERVC	YR AT 2ND LONGEVITY RATE & 15 YRS SERVC	YR AT 3RD LONGEVITY RATE & 20 YRS SERVC
19	Hourly		35.907					36.453	36.808	37.923
	Bi-Weekly		2,872.56					2,916.24	2,944.64	3,033.84
	Annual		74,687					75,822	76,561	78,880
20	Hourly		39.438					40.017	40.404	41.623
	Bi-Weekly		3,155.04					3,201.36	3,232.32	3,329.84
	Annual		82,031					83,235	84,040	86,576
21	Hourly		43.319					43.961	44.399	45.746
	Bi-Weekly		3,465.52					3,516.88	3,551.92	3,659.68
	Annual		90,104					91,439	92,350	95,152
22	Hourly		47.516					48.214	48.693	50.152
	Bi-Weekly		3,801.28					3,857.12	3,895.44	4,012.16
	Annual		98,833					100,285	101,281	104,316
23	Hourly		49.880					50.619	51.124	52.669
	Bi-Weekly		3,990.40					4,049.52	4,089.92	4,213.52
	Annual		103,750					105,288	106,338	109,552

COOK COUNTY HEALTH PLAN DESIGN/APPENDIX C

PLAN DESIGN CHANGES EFFECTIVE 12/1/07 PAYROLL CONTRIBUTION CHANGES EFFECTIVE 6/1/08

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits (through 11/30/07)	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Individual Deductible *	None None None None Unlimited		\$0 / \$200	\$125 / \$250
Family Deductible *			\$0 / \$400	\$250 / \$500
Ind. Out of Pocket Max *			\$1,000 ** / \$3,000 **	\$1,500 ** / \$3,000 **
Fam. Out of Pocket Max *			\$2,000 ** / \$6,000 **	\$3,000 ** / \$6,000 **
Lifetime Maximum			Unlimited / \$1,000,000	Unlimited / \$1,000,000
* Annual Basis			** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)	** Excludes co-payments, annual deductibles, and charges in excess of Schedule of Maximum Allowances- SMA)

PLAN LIMITS AND MAXIMUMS:	HMO Current Benefits (through 11/30/07)	HMO Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Co-Insurance	None		90% / 60% ***	
			*** Subject to Schedule of Maximum Allowances (SMA), i.e., the amount doctors and other health care providers in the network have agreed to accept for their services. These amounts are generally lower than what providers outside the network charge. If you go out of network, you will pay any balance above the SMA in addition to the deductible and co-insurance.	

OUTPATIENT SERVICES (MEDICAL & SURGICAL)

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Doctor Office Visits	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Routine Physical Exams and Preventive Screenings	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Well-Child Care	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
X-Ray/Diagnostic tests (performed in lab or hospital)	100%	100%	90% / 60% *	90% / 60% *
Maternity Prenatal/Postnatal Care	\$3 co-payment / member for initial visit	\$10 co-payment / member for initial visit	90% after \$20 co-pay (initial visit) / 60% *	90% after \$25 co-pay (initial visit) / 60% *
OutPatient Surgery (facility charges)	100%	100% after \$100 co-pay	90% / 60% *	90% / 60% *
OutPatient Surgery (doctor services)	100%	100%	90% / 60% *	90% / 60% *
Other OutPatient Services (including chemotherapy, radiation, renal dialysis)	100%	100%	90% / 60% *	90% / 60% *
Allergy Testing / Injections / Immunizations	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *
Infertility Treatment, as defined by plans	\$3 co-pay/member/visit	\$10 co-pay/member/visit	90% after \$20 co-pay / 60% *	90% after \$25 co-pay / 60% *

OUTPATIENT SERVICES (MEDICAL & SURGICAL cont'd)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Physical, Speech and Occupational Therapy (60 visits Combined Annual Maximum)	100%	100%	90% / 60*	90% / 60*
Ambulance Services	100%	100%	80% / 80% *	80% / 80% *
Emergency Room Visits (life threatening illness or injury; waived if admitted as inpatient)	100%	100% after \$40 co-pay	100%	100% after \$40 co-pay
Medically Necessary Dental Services (repair from accidental injury to sound natural teeth)	100%	100%	90% / 60% *	90% / 60% *
Home Health Care	100%	100%	90% / 60% *	90% / 60% *
Skilled Nursing Care (excl. custodial care)	100%	100%	90% / 60% *	90% / 60% *
Prosthetic Devices	100%	100%	90% / 60% *	90% / 60% *

INPATIENT SERVICES (MEDICAL & SURGICAL)				
BENEFIT OVERVIEW		HMO		PPO
	Current Benefits through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Hospital (Semi-Private Room), including Maternity inpatient obstetrical care	100%	100% after \$100 co-pay per admission	90% / 60% *	90% / 60% *
Physician/Surgeon/Anesthesiologist Services	100%	100%	90% / 60% *	90% / 60% *
X-Ray / Diagnostic Services	100%	100%	90% / 60% *	90% / 60% *
Facility Charges	100%	100%	90% / 60% *	90% / 60% *

BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits (through 11/30/07) In Network / Out of Network	Benefit Level Effective 12/1/07 In Network / Out of Network
Mental Health/Chemical Dependency/ Substance Abuse Combined Maximum Benefit for In/Out Mental Health and Chemical Dependency Abuse Limits	Unlimited	Unlimited	Individual Annual Maximum: \$ 5,000 Outpatient and \$25,000 Combined In and Outpatient per individual, per calendar year, and a \$100,000 lifetime maximum (benefit maximum do not apply to mental health benefits)	
Outpatient Services (unlimited)	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	
Inpatient Mental Health/Substance Abuse (30 days/year max)	100%	100%	90% / 60% * Subject to overall plan limits stated above	
Supplemental Outpatient Mental Health/Substance Abuse: 2/lifetime; 4 hrs/night; 4 night/wk; 4 consecutive weeks	\$3 co-pay per visit	\$10 co-pay per visit	70% / 50% * Subject to overall plan limits stated above	

PRESCRIPTION DRUGS (WHEN FILLED AT A PARTICIPATING PHARMACY) ADMINISTERED BY PHARMACY BENEFIT MANAGER, NOT HEALTH PLAN(S)				
BENEFIT OVERVIEW	HMO		PPO	
	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07	Current Benefits Through 11/30/07	Benefit Level Effective 12/1/07
Generic (30 day supply at Retail)	\$5	\$7	\$5	\$7
Brand (30 day supply at Retail)	\$10	N/A	\$10	N/A
Formulary (30 day supply at Retail)	N/A	\$15 *	N/A	\$15 *
Non- Formulary (30 day supply at Retail)	N/A	\$25 *	N/A	\$25 *
Mail Order Co-Pays (90 day supply)	1 x Retail Co-pay	2 x Retail Co-pay	\$0	2 x Retail Co-pay
* If you purchase a formulary or non-formulary drug when a generic equivalent is available, you will pay the generic co-pay plus the difference in cost between the generic and the formulary/non-formulary drug.				

Employee Contributions
Effective June 1, 2008

Percentage of Salary (Pre-Tax)	HMO		PPO	
	Contribution Through 5/31/08	Contribution Effective 6/1/08	Contribution Through 5/31/08	Contribution Effective 6/1/08
Employee Only	.5%	.5%	1.5%	1.5%
Employee plus Child(ren)	N/A	.75 %	N/A	1.75%
Employee plus Spouse	.5 %	1.0%	1.5 %	2.0 %
Employee plus Family	.5 %	1.25 %	1.5 %	2.25 %
Cap	\$8 PER PAY PERIOD	None	None	

VISION BASIC BENEFITS -- APPENDIX C

Eligible employees and their covered dependents may receive a routine eye examination and lenses once every calendar year, frames once every 24 months. Once the basic benefits are exhausted, additional glasses and contacts are available to participants at discounted prices through participating provider locations.

Eye Examination: \$0

Benefit includes a routine complete examination, refraction and prescription. Also, if indicated, your doctor may recommend additional procedures (such as dilation) at an additional cost to the member.

Eyeglass Lenses: \$0

Benefit includes standard uncoated plastic lenses regardless of size or power. Lens options are available for additional costs. Solid tints are covered in full.

Frames **: \$0

Members may choose a frame up to a regular retail value of \$100. Frames above \$100 regular retail price, member pays the amount over \$100 less 10%.

Contact Lenses **: \$0

Benefit includes any pair of contact lenses up to a regular retail of \$100. Contacts above \$100 regular retail are available at an additional cost.

** The applicable allowance amount may be used only once per benefit period on either eyeglasses or contacts.

LENS OPTIONS CO-PAYMENTS

Standard Progressive (No-Line Bifocal)	\$50
Polycarbonate	\$30
Scratch Resistant Coating	\$12
Ultraviolet Coating	\$12
Solid or Gradient Tint	\$8
Glass (Only for non-minors)	\$15
Photochromatic	\$30
Anti-Reflective Coating	\$35

DENTAL HMO BENEFITS -- APPENDIX C

All new employees hired after December 1, 1999, must be in the Dental HMO for one year before changing to the Dental PPO. Employees are allowed to change plans during the annual open enrollment after one year of HMO enrollment.

Dental care is provided to eligible members and their dependent through participating designated dentist. The premium for the dental care is paid in full by Cook County.

SCHEDULE OF BENEFITS:

PREVENTIVE CARE:

Includes dental exams, x-rays and two cleanings per year are covered at 100%. Fluoride treatments for children under age 19 are also covered at 100%.

BASIC BENEFITS:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 75%.

MAJOR SERVICES:

Require a co-payment by the member for each specific service. These co-payments equal a discount of approximately 60%.

ORTHODONTICS:

Available to children under the age of 19 with co-payments equal to a discount of approximately 25%.

DEDUCTIBLE:

None

BENEFIT PERIOD MAXIMUM:

Unlimited

DENTAL PPO BENEFITS – APPENDIX C

	In-Network	Out-Of-Network *
Benefit Period Maximum	\$1,500 per person; per year	
Deductible	\$25/Individual; \$100 Family (4 individual maximum, does not apply to preventive and orthodontic services)	\$50/Individual; \$200 Family (4 individual maximum, does not apply to preventive and orthodontic services)
Preventive (No Deductible)	100% of Maximum Allowance	80% of Maximum Allowance *
Primary Services (x-rays, space maintainers)	80 % of Maximum Allowance	60% of Maximum Allowance *
Restorative Services: Routine Fillings Crowns Inlays and Onlays	80 % of Maximum Allowance 50 % of Maximum Allowance 50 % of Maximum Allowance	60% of Maximum Allowance * 50% of Maximum Allowance * 50% of Maximum Allowance *
Emergency Services (Palliative Emergency Treatment)	80 % of Maximum Allowance	80 % of Maximum Allowance *
Endodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Periodontics	80 % of Maximum Allowance	60 % of Maximum Allowance *
Oral Surgery Routine Extractions Removal of Impacted Teeth (soft tissue and partial bony)	80 % of Maximum Allowance 80 % of Maximum Allowance	60 % of Maximum Allowance * 60 % of Maximum Allowance *
Prosthetics	50 % of Maximum Allowance	50 % of Maximum Allowance *
Orthodontics	50 % up to lifetime maximum	50 % up to lifetime maximum*
Lifetime Maximum	\$1250	\$1250

* Schedule of Maximum Allowance: PPO providers have agreed to accept the Schedule of Maximum Allowances as payment in full for covered services. Out-of-network providers do not accept the Schedule of Maximum Allowances in full. Members are liable for any difference between out-of-network dentist's charges and dental provider benefit payment, in addition to the deductible and co-insurance.